TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Regions Bank		06/30/2010	Collateral Agent:

RECEIVING PARTY DATA

Name:	Stoody Company				
Street Address:	16052 Swingley Ridge Road				
Internal Address:	Suite 300				
City:	St. Louis				
State/Country:	MISSOURI				
Postal Code:	63017				
Entity Type:	CORPORATION: DELAWARE				

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	0241694	BORIUM
Registration Number:	1013145	BOROD
Registration Number:	2485014	BRILLIANT
Registration Number:	0951357	DYNAMANG
Serial Number:	77118125	FLEXI-MIG
Registration Number:	1740863	HYDROLOY
Registration Number:	1036720	JET- SPRAY
Registration Number:	0693060	NICRO MANG
Registration Number:	2588505	ROL-COR
Registration Number:	0926093	sos
Serial Number:	77084857	STOODEX
Registration Number:	0212119	STOODITE
Registration Number:	0764936	STOODY
		TRADEMARK

900172984 REEL: 004288 FRAME: 0467

 Registration Number:	1255801	stoody
Registration Number:	0777397	SUPERCHROME
Registration Number:	1885806	THERMACLAD
Registration Number:	2856455	THERMASLAG
Registration Number:	1114370	VANCAR
Registration Number:	1738170	HYDROLOY

CORRESPONDENCE DATA

Fax Number: (314)621-5065

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 314-621-5070

Email: iptm@armstrongteasdale.com

Correspondent Name: Meredith P. Gammill

Address Line 1: 7700 Forsyth Boulevard, Suite 1800
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	29264-1 STOODY
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	09/23/2010

Total Attachments: 6

source=Termination of Trademark Security Agreement - Stoody Co#page1.tif source=Termination of Trademark Security Agreement - Stoody Co#page2.tif source=Termination of Trademark Security Agreement - Stoody Co#page3.tif source=Termination of Trademark Security Agreement - Stoody Co#page4.tif source=Termination of Trademark Security Agreement - Stoody Co#page5.tif source=Termination of Trademark Security Agreement - Stoody Co#page6.tif

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION OF TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2010, by **REGIONS BANK**, in its capacity as Collateral Agent for Lenders in favor of **Stoody Company**, a Delaware corporation ("<u>Grantor</u>").

WITNESSETH

WHEREAS, pursuant to that certain 2009 Amended and Restated Second Lien Credit Agreement dated as of August 14, 2009 by and among Grantor, the other Persons named therein as Borrowers, Collateral Agent and the Persons signatory thereto from time to time as Lenders and Guarantors (including all exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have made Loans for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Grantor and Collateral Agent for Lenders Entered into a certain Trademark Security Agreement dated as of August 14, 2009, whereby Grantor granted to Collateral Agent, on behalf of itself and Lenders, a continuing security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;
 - (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Section 1.01</u> of the Credit Agreement.

- 2. <u>TERMINATION OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Collateral Agent acknowledges that the Loans have been paid in full and agrees that the continuing security interest in and mortgage on all of Grantor's right, title and interest in, to and under the Trademark Collateral is hereby terminated and released.
- 3. <u>COUNTERPARTS</u>. This Termination of Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Termination of Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Grantor, electronic means, all of which shall be equally valid.

[signature page follows]

2

IN WITNESS WHEREOF, Collateral Agent has caused this Termination of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

	REGIONS BANK, as Collateral Agent By: Name: MARY A. WILLIS Title: VICE PRESIDENT
ACCEPTED AND ACKNOWLEDGED BY:	
STOODY COMPANY	
BY:	
Name:	
Title:	

IN WITNESS WHEREOF, Collateral Agent has caused this Termination of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

REGIONS BANK,

as Collateral Agent

By: ___*[[]*

Name: MARY A. WILLIS
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

STOODY COMPANY

Name CTEVEN ASCHILLIM

Title: EVP-CFO

SCHEDULE 1 TO TERMINATION OF TRADEMARK SECURITYAGREEMENT

Trademark	Appt. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
BORIUM	71/256550	241694	Registered	United States of America	08-May-1928	08-May-2018
BOROD	72/467177	1013145	Registered	United States of America	10-Jun-1975	10-Jun-2015
BRILLIANT	76/096060	2485014	Registered	United States of America	04-Sep-2001	04-Sep-2011
DYNAMANG	72/416188	951357	Registered	United States of America	23-Jan-1973	23-Jan-2013
FLEXI-MIG	77/118125		Pending	United States of America		
HYDROLOGY	74/271624	1740863	Registered	United States of America	22-Dec-1992	22-Dec-2012
JET-SPRAY	73/048773	1036720	Registered	United States of America	30-Mar-1976	30-Mar-2016
NICRO MANG	72/072175	693060	Registered	United States of America	16-Feb-1960	16-Feb-2010
ROL-COR	76/334966	2588505	Registered	United States of America	02-Jul-2002	02-Jul-2012
sos	72/381322	926093	Registered	United States of America	28-Dec-1971	28-Dec-2011
STOODEX	77/084857		Pending	United States of America		
STOODITE (Stylized)	71/225529	212119	Registered	United States of America	27-Apr-1926	27-Apr-2016
STOODY	72/163669	764936	Registered	United States of America	18-Feb-1964	18-Feb-2014
STOODY	73/293887	1255801	Registered	United States of America	01-Nov-1983	01-Nov-2013

Trademark	Appt. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
SUPERCHROME	72/163783	777397	Registered	United States of America	22-Sep-1964	22-Sep-2014
THERMACLAD	74/515041	1885806	Registered	United States of America	28-Mar-1995	28-Mar-2015
THERMASLAG	76/419966	2856455	Registered	United States of America	22-Jun-2004	22-Jun-2014
VANCAR	73/160669	1114370	Registered	United States of America	06-Mar-1979	06-Mar-2019
HYDROLOGY	74/271079	1738170	Registered	United States of America	08-Dec-1992	08-Dec-2012

5

RECORDED: 09/23/2010